Sam-For your files.

GAR 56450 4/17/97

CONSENT FOR ACCESS Sauget Area I, Site F Sauget, Illinois

Name:

Anheuser-Busch, Incorporated

Property Address: see highlighted area of attached map

By letter dated April 11, 1997 (the "EPA Access Request"), the United States Environmental Protection Agency ("EPA") has requested access to property known as "Sauget Area!, Site F, Sauget, Illinois" (the "Property"), citing its authority to enter the Property pursuant to Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA").

In response to the EPA Access Request, and subject to all of the further limitations and reservations contained herein, Anheuser-Busch, Incorporated ("ABI") hereby consents to officers, employees, contractors, and authorized representatives of EPA entering and having access to the portion of the Property owned by ABI for the following purposes:

- (1) Conducting sediment/soil, plant and water sampling and investigatory activities on the Property to preliminarily determine the extent to which areas within the Property might be contaminated; and
- (2) Performing other actions to investigate any contamination on the Property that EPA may determine to be necessary.

The portion of the Property for which ABI's consent to access is given is identified on the attached map as the wetland area, cross-hatched in the lower left corner of the map.

ABI's consent to access is conditioned upon and subject to each of the following conditions and limitations:

(1) ABI's consent is given on its own behalf only, and not on behalf of any other person or party that may have an interest in the Property. Without in any way limiting the generality of the preceding sentence, ABI's consent is not given on behalf of a tenant, Dennis Traiteur (telephone: 618-332-7716), who conducts farming operations on the Property. ABI expressly requests that EPA seek such tenant's separate consent to access, and ABI by this consent assumes no responsibility or liability for any loss, costs, or damages incurred by the tenant in connection with EPA's presence or activities on the Property;

- ABI's consent is for a period of time commencing at 7:00 a.m. and ending (2) at 6:00 p.m. on Friday, April 18, 1997, and for no other time or date:
- (3) The consent contained herein does not include, and shall not be deemed to include, any admission on the part of ABI (i) that EPA has a right of access to the Property pursuant to Section 104 of CERCLA or otherwise, or (ii) that ABI has any liability or responsibility for any contamination at the Property pursuant to CERCLA or otherwise:
- (4) ABI specifically reserves its right (at its option) to obtain split samples pursuant to Section 104(e)(4)(B) of CERCLA. ABI's consent to access is expressly conditioned upon EPA's agreement to provide at ABI's request and EPA's subsequent provision to ABI at ABI's request of "[a] copy of the results of any analysis made of [EPA's] samples", as required by Section 104 (e)(4)(B) of CERCLA; and
- (5) This consent does not include, and shall not be deemed to include, any assumption of risk on the part of ABI for any loss, costs, or damages of any kind that may be incurred by ABI as a result of or relating to EPA's presence or activities on the Property (collectively, "Investigation Losses"). ABI by this consent assumes no liability or responsibility for any Investigation Losses, and ABI expressly reserves all rights and remedies it may have at law, in equity, or hereunder with respect to any Investigation Losses.

This written permission is given by ABI in light the CERCLA authority referred to in the EPA Access Request. In granting this consent to access, ABI has relied upon EPA's assertion that EPA has a statutory right of access pursuant to the cited authority.

ANHEUSER-BUSCH, INCORPORATED

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